Amendment 280
Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 280 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this _18th_ day of _December_, 2013, by and between Vix Technology (USA) Inc (formerly known as ERG Transit Systems (USA Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")

2. King County ("King County")

3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")

4. Pierce County Public Transportation Benefit Area ("Pierce Transit")

5. Snohomish County Public Transportation Benefit Area ("Community Transit")

6. City of Everett ("Everett")

7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

A.   Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.

B.   The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for performing the Preliminary Analysis (PA) necessary to develop a proposal for the scope and cost to implement a solution to modify the system so that a card status query will be sent from the Customer Service Terminal (CST) to the Back Office to confirm the card "block" status. This work is performed per RFI-703 ORCA *Expired Work Orders and Card Status at the CST* as approved by the agencies on December 6, 2013.

C.   The Parties agree that the Work necessary to perform the Preliminary Analysis will be compensated as follows.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Agreement

Section 1.0 Description of Work

1.1 The Contractor will perform the preliminary analysis to produce a report of findings (ROF) with its proposal, based on an agreed set of requirements, to implement system modifications so that a card status query will be sent from the Customer Service Terminal (CST) to the Back Office to confirm the card "block" status. This confirmation will prevent Customer Service Reps from taking actions that would have been prohibited if a block is in place on the card. This work is dependent upon the solution proposed for Amendment 278 *Card Flow and Stock Changes – PA*. The parties agree to the following process for development of this ROF:

(a) The parties will engage in meetings to review the business needs for the new work item and determine and document the requirements. Said meetings shall include the necessary technical resource(s) from the Contractor.

(b) The Contractor will perform an analysis of based on the requirements as defined in item 1.1 (a).

(c) The Contractor will submit the first version of the ROF to the Agencies detailing the requirements as summarized in 1.1(a) and (b).

(d) The Agencies and the Contractor will, if needed, exchange comments and questions of clarifications in a few iterations to ensure the requirements are fully understood and agreed upon.

(e) Upon notice from the Agencies that the requirements, as documented are agreed, the Contractor shall update the ROF further to detail the following:

    i.   A solution proposal mapped to the requirements as agreed upon in item (e)

    ii.   A list of configuration items that will need to be modified or added

    iii.   A summary of issues, risks or system constraints to be considered in the solution, or suggestions for a limited or otherwise altered solution

    iv.   A detailed cost estimate to implement the solution based on the agreed requirements

    v.   A detailed schedule proposal to include Milestones for key decisions and/or deliverables as required for the solution

    vi.   A summary of required Contract revisions, if any

(f) The Agencies and the Contractor will, if needed, exchange comments and questions of clarifications to ensure the solution as proposed meets the requirements as agreed in section 1.1 (e). The number of exchanges will be a function of the complexity and number of requirements.

(g) Upon submission of the completed ROF and approval by the Agencies, which shall not be unreasonably withheld, the Agencies will confirm that the Contractor's work is complete.

1.2. If, following approval of the deliverable in item (e) above, the Agencies request a change to the previously agreed upon requirements which results in a need to materially change the ROF, the work associated with this Amendment shall be deemed complete and a revised Amendment will be drafted for the scope and cost associated with the work to address the new or changed requirements.

Section 2.0   Schedule

2.1 The Contractor will perform the work to prepare and submit to the Agencies the initial Preliminary Analysis Report of Findings (PA-ROF) as described in Section 1.0 no later than fifty-six (56) days following conclusion of the requirement gathering meetings as detailed in Section 1.1 (a).

Section 3.0   Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

	LUMP SUM COST

Amendment No. 280

	LUMP SUM COST
To perform Preliminary Analysis for a solution to modify the system to confirm card block status from the CST to prevent taking unauthorized actions.	
TOTAL	**$9277**

Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Two Hundred and eighty shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: _____

Its: _____General Manager_____

Date: _____12/16/13_____

The Agencies

By: _____Candace Carlson_____

Their: _____Operations Manager_____

On behalf of the Agencies

Date: _____Dec 18, 2013_____